



BellSouth Telecommunications, Inc.

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TN REGULATORY AUTHORITY
DOCKET ROOM

April 7, 2003

VIA HAND DELIVERY

Hon Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

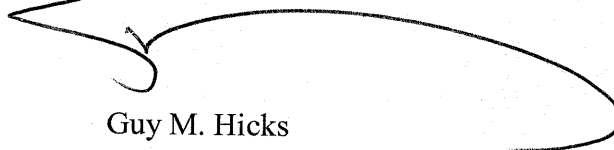
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00271

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas Communications LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 9, 2001. The Amendment adds a provision for Deposit Policy and extends the term of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Jonathan Harlan, Aeneas Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated
by BellSouth Telecommunications, Inc. and Aeneas Communications, Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Aeneas Communications, Inc. ("Aeneas") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 9 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and BellSouth state the following:

1. Aeneas and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3 2001.
2. The parties have recently negotiated an Amendment to the Agreement which adds a provision for Deposit Policy and extends the term of the Agreement for an additional six months. A copy of the Amendment is attached hereto and incorporated herein by reference.

**AMENDMENT
TO THE
AGREEMENT BETWEEN
AENEAS AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC ("Aeneas") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6.1 through 6.6.7 is hereby deleted in its entirety and replaced with new Section 6.6.1 through 6.6.7 Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other terms, conditions, rates and provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.
4. The Parties agree that all terms, conditions, rates and provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect for an additional period of six (6) months until July 8, 2003.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

Aeneas Communications, LLC

By: 

Name: _____

Jonathan V. Harlan

Title: _____

CEO

Date: _____

1-8-03

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: _____

1/9/03

Attachment 1 – Resale

6.6.1 - 6.6.7 - Deposit Policy. Aeneas shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves Aeneas from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Aeneas from its obligation to make complete and timely payments of its bill. Aeneas shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Aeneas's accounts receivables, but shall not exceed the equivalent of two month's gross billing. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Aeneas fails to remit to BellSouth any deposit requested pursuant to this Section, service to Aeneas may be terminated, and any security deposits will be applied to Aeneas's account(s).

Attachment 7 - Billing and Billing Accuracy Certification

1.8 - Deposit Policy. Aeneas shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Aeneas from its obligation to make complete and timely payments of its bill. Aeneas shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Aeneas's accounts receivables, but shall not exceed the equivalent of two month's gross billing. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Aeneas fails to remit to BellSouth any deposit requested pursuant to this Section, service to Aeneas may be terminated, and any security deposits will be applied to Aeneas's account(s).